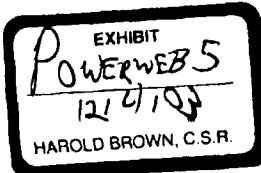


## **APPENDIX**

## **EXHIBIT "A"**



EXCLUSIVE AGREEMENT FOR BELL ATLANTIC

This letter agreement is between NewEnergy East, L.L.C. (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 551 5<sup>th</sup> Avenue, Suite 400 New York, New York 10176 ("NEE") and Powerweb Technologies, Inc., a New Jersey corporation, (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 655 Niblick Lane, Suite 100, Wallingford, PA 19086 ("PWT"), collectively the "Parties".

NEE is a national energy supplier in the business of providing energy and energy services to Bell Atlantic Corporation.

PWT is in the business of providing interactive information systems (Omni-Link<sup>®</sup>) to energy suppliers. These interactive information systems enable an energy supplier to offer additional value added services to their customers.

PWT has developed an Omni-Link Interactive Information System for the telecommunication industry. This system is specifically designed for capacity sales under the Active Load Management Program ("ALM") of the Pennsylvania Jersey Maryland Interconnect ("PJM"), and to enable a customer to execute energy saving programs.

The Parties hereby enter into to this exclusive agreement to develop projects for Bell Atlantic [and all current, future, direct or indirect subsidiaries and affiliates] by utilizing the Omni-Link technology to exploit opportunities and create revenues through the sale of electrical capacity and other energy savings programs by the operation of the Bell Atlantic standby generators. Generators will be dispatched within the terms of the Operating Agreement of the PJM as regulations permit to improve reliability and collect the optimum revenues for Bell Atlantic.

The Parties agree to share equally profits resulting from contracts with Bell Atlantic developed under this agreement using Omni-Link. The specific form of profit distribution will be determined and agreed upon with both parties before the final development of contracts with Bell Atlantic. In these contracts

**Powerweb will be responsible for:**

- (i) creation of a detailed project implementation plan, schedule and cost analysis
  - (ii) turnkey Design Engineer Procure Construct (EPC) of an Omni-Link system
  - (iii) post installation software and hardware maintenance of the Omni-Link system
- NewEnergy, acting as the Bell Atlantic representative, will be responsible for:**
- (i) supervision of the design and installation of the Omni-Link system
  - (ii) development of generator dispatch operation procedures
  - (iii) structure and execution of contracts for the sale of capacity and energy created by operation of generators
  - (iv) PJM liaison
  - (v) assisting Bell Atlantic staff in operating the generator dispatch system collecting and distributing revenues for Bell Atlantic

**POWERWEB TECHNOLOGIES**  
655 Niblick Lane, Suite 100  
Wallingford, PA 19086  
**888-2POWERWEB**  
**FAX 610-874-7212**  
**www.2powerweb.com**

PAGE 1

NEE

PWT

NE000166



The Parties agree to an open door policy that allows them to determine actual revenues, costs and profits of all Omni-Link energy related products sold to Bell Atlantic in order to determine actual market value for revenue and an equitable profit distribution between the Parties.

NEE will extend to PWT a right of first refusal to design and build similar systems for opportunities in which NEE elects to offer a similar program to other telecommunication companies to operate standby generators for the sale of energy and capacity. The terms of each opportunity will be agreed in writing prior to joint development of the opportunity. NEE agrees to maintain all confidentiality obligations detailed in the executed non-disclosure agreement.

NEE acknowledges that PWT brought the concept of reserve capacity sales (the Active Load Management Program) on the PJM to NEE and agrees not to independently pursue this opportunity in the telecommunication industry, specifically Bell Atlantic.

NEE agrees to fund project development costs of up to One Hundred Thousand Dollars (\$100,000.00) for Powerweb to create a detailed project implementation plan, schedule and investment analysis of an Omni-Link application for Bell Atlantic. NEE will deposit the funds with Powerweb within ten (10) business days after execution of this agreement. Allocation and use of the funds will be subject to the sole approval of NEE in advance. If Bell Atlantic does not proceed with the project unused funds will be allocated to joint development of other opportunities. These development funds will be repaid from the first project payments made by Bell Atlantic to either PWT or to NEE. The specific form of repayment will be determined and agreed upon with both parties before the final contract negotiations with Bell Atlantic.

The term of this Agreement shall be for one year. Any notice(s) to be given under this Agreement shall be made by registered or certified mail to the addresses herein, or as notified in writing by either Party. Any amendments or alterations hereto shall be valid only when made in writing and executed by authorized representatives of both parties. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

The Parties agree that this letter agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania and that they shall seek to enforce its provisions only in the courts of the Commonwealth of Pennsylvania.

This letter agreement, in addition to the non-disclosure agreement previously executed and attached hereto, represent the entire agreement between the Parties.

POWERWEB TECHNOLOGIES, INC.  
By: *[Signature]*  
NAME \_\_\_\_\_  
PRESIDENT  
TITLE \_\_\_\_\_

NEWENERGY EAST, L.L.C.  
By: *[Signature]*  
NAME \_\_\_\_\_  
Vice President - NewEnergy East  
TITLE \_\_\_\_\_

Acknowledged and agreed to on this 7<sup>th</sup> day of January 2000:

NE000167

## **EXHIBIT "B"**

**CONFIDENTIAL**

Subj: Profit distribution agreement + other bits  
 Date: 2/3/00 1:03:32 AM Eastern Standard Time  
 From: dmcgeown@newenergy.com (David McGeown)  
 To: bhadayuk@newenergy.com  
 CC: Pweb1@aol.com, jcumyn@newenergy.com, dlord@newenergy.com

File: Profitdi.mim (89312 bytes)  
 DL Time (21600 bps): < 1 minute

[This e-mail contains a MIME (Multipurpose Internet Mail Extensions) file. The file was specially formatted to be sent over the Internet. For more information on opening the attached file, go to Keyword: MIME.]

Attached my edits to Lou's proposal on profit sharing

Please take a look and comment. I think it is just about ready. If you want to comment it MUST be now.

Lou, any changes? Your version got most everything. I have tidied and referenced back to master agreement using the same language wherever possible. One bit you missed was the change to ALM language. I trust you will find this acceptable. If you don't like the price we have to offer you can beat it.

Last bit to iron out will be the agreement with Bell. Hopefully it won't change things dramatically.

files attached

NEE...doc has edits in it

Clean.....DOC is the print version - it is much easier to read- but you cannot see what I changed

#### LOOK AT THE COMMENTS I INSERTED

---

Brian,

Please have Patti verify where the \$100,000 check is. We have not met our commitment to get the money to Pweb.

Please indicate when you will expect to be able to sign this addendum.

---

Lou,

I am confirming formal authorization for \$5,000 to deliver opinions on the regulations governing the operation of on site generators in NY, NY, and PA. Please forward a short scope of work for the \$5,000. It is my understanding that last week's piece was only the initial download of regulations. Not the interpretation that we need regarding how we plan to operate. Am I correct?

This is the only authorization for expenditures for the \$100,000 issued to date.

Are you yet able to propose a schedule of values for what we need to do next? I expect that there are some costs for the generator on-site audits.

PW00263

**EXHIBIT**

PW 98  
 1/8/04 PS

**CONFIDENTIAL**

We need to account for those quickly. I am also expecting a schedule and costs to perform the detailed system design for BA - hardware installs, dispatch system design, PJM verification, and software implementation. When do you think it is appropriate to get this done? This will all help to keep Brian apprised of where we plan to spend the money.

Did I understand correctly that you will forward a schematic of the proposed system for BA in NJ for inclusion in Jeremy's presentation?

Next step is a response to the proposed agreement regarding the addition of Pweb originated deals for NY. I will have that to you by tomorrow evening.

Does this bring us up to date? Please identify if there are any other issues outstanding.

Using Pweb for dispatch in CA is on the agenda tomorrow.

David McGeown  
NewEnergy  
908 704 8437  
E fax 413 581 9034

---

**Headers**

Return-Path: <dmcgeown@newenergy.com>  
Received: from rly-yb05.mx.aol.com (rly-yb05.mail.aol.com [172.18.146.5]) by air-yb05.mail.aol.com (v67\_b1.21) with ESMTP; Thu, 03 Feb 2000 01:03:32 -0500  
Received: from mail.newenergy.com (mail.newenergy.com [207.16.110.9]) by rly-yb05.mx.aol.com (v67\_b1.21) with ESMTP; Thu, 03 Feb 2000 01:03:05 -0500  
Message-id: <fc.0064ba28000aaf450064ba28000aaf45.aaf54@newenergy.com>  
Date: Wed, 02 Feb 2000 21:59:44 -0800  
Subject: Profit distribution agreement + other bits  
To: bhayduk@newenergy.com  
Cc: Pweb1@aol.com, jcurmyn@newenergy.com, dlord@newenergy.com  
From: dmcgeown@newenergy.com (David McGeown)  
MIME-Version: 1.0  
Content-type: multipart/mixed; boundary="--\_-3032373587.228308592.4634"

PW00264

## **EXHIBIT "C"**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
CASE NO. 02-CV-2733 (HB)

## CONSTELLATION NEWENERGY, INC.

Plaintiffs, (Videotaped)  
Oral Deposition of:

vs.

DAVID McGEOWN

POWERWEB TECHNOLOGIES, INC.,  
et al.,

**Defendants.**

\* \* \* \*

Thursday, February 26, 2004

\* \* \* \*

Transcript in the above matter taken at the offices of Wolf Block, 101 Eisenhower Parkway, Roseland, New Jersey, commencing at 10:17 a.m., before Seva Flicstein, Certified Shorthand Reporter, Registered Merit Reporter, Certified Realtime Reporter, a Notary Public of the State of New Jersey.

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709 White Horse Pike

Audubon, New Jersey 08106

(856) 546-1100

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1 Q. Are those tasks that you understood  
 2 would need to be completed in order to identify the  
 3 buildings to be included, generators?

4 A. No, they are not.

5 Q. How did you understand -- how did you  
 6 believe it was going to be determined which  
 7 generators would be included in the pilot project  
 8 with Bell Atlantic?

9 A. We had been given a detailed  
 10 generator list for all regions of Bell Atlantic  
 11 with the exception of New Jersey. Mr. Goodman was  
 12 to assist in preparing a list of the -- what they  
 13 believed to be their inventory of generators in  
 14 New Jersey. Budike and his team believed that they  
 15 had access through the parent company to those  
 16 facilities.

17 And we were going to select the most  
 18 likely to contribute to the program. We were going  
 19 to review them with somebody within Bell Atlantic,  
 20 probably Mr. Goodman, that those locations would be  
 21 willing to participate.

22 At that point, we would have to go  
 23 out and verify what generators are actually there,  
 24 what were their conditions, and were there any  
 25 construction conditions, et cetera, that were

1 A. It is abundantly clear that I was the  
 2 sole person in NewEnergy that would authorize any  
 3 of that work to be done, and it would all filter  
 4 through me.

5 Q. So your testimony is that no one else  
 6 at NewEnergy would have dealt with Mr. Budike or  
 7 anyone else with respect to getting that work  
 8 done?

9 A. If I may, you said would have.

10 Q. Yes.

11 A. I don't know that nobody else would  
 12 have. Nobody else should have and nobody else was  
 13 authorized to, and Powerweb was not authorized to  
 14 respond to those requests.

15 I think we've made it very clear that  
 16 Lou had to get written authorization from me.

17 Q. Where was that made clear?

18 A. I don't recall. But I remember it  
 19 being one of the issues that we discussed. In  
 20 fact, wasn't that in the last e-mail, 48? This is  
 21 the only authorization -- no, it doesn't say  
 22 exclusively through me.

23 Q. It doesn't say written, either, does  
 24 it?

25 A. No, it doesn't say written. Correct.

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1 relevant to putting a price together for an  
 2 Omni-Link system if that was to be installed as  
 3 part of the program.

4 Q. And do you know whether that was  
 5 actually done?

6 MR. WHITE: Which this?

7 Q. The process you just described.

8 MR. WHITE: I don't think he was  
 9 finished yet.

10 THE WITNESS: I would finish. Yes, I  
 11 do.

12 To my knowledge, the work was never  
 13 done, with the exception of Jim Curnyn, who did it  
 14 for us.

15 Q. (BY MR. GARCIA:) Well, I can  
 16 represent to you that various lists like you've  
 17 described have been produced in the case, and other  
 18 people have testified that those things happened.

19 If they did happen, would you have  
 20 been the one to be involved in those tasks? Or  
 21 would that have been someone else at NewEnergy?

22 MR. WHITE: Objection to your  
 23 characterization of prior testimony in this case.  
 24 I disagree.

25 You may answer.

1 Q. I am showing you what has been marked  
 2 previously as Exhibit PW-23.

3 This appears to be a couple of  
 4 PowerPoint presentations and some sort of flier.  
 5 Do you recognize any of these  
 6 documents?

7 A. Yes, I do.

8 Q. Can you tell me what they are?

9 A. They appear to be -- they are some  
 10 marketing materials that we prepared in the  
 11 New York office for some energy seminars we gave to  
 12 New York property managers in the New York  
 13 Marriott, as I remember. Oh, yeah.

14 Q. Were the PowerPoint slides included  
 15 within this document actually presented to property  
 16 managers at the New York seminar you described?

17 A. I can't be 100 percent sure that 100  
 18 percent of this content was presented. But  
 19 assuming these are the PowerPoints we had on the  
 20 laptops at the time, and it's reasonable to assume  
 21 they are, yes.

22 Q. If you look at about halfway through  
 23 the page that's marked NE 6114 --

24 A. 6114?

25 Q. Yes.

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1 ever received that letter?

2 MR. GARCIA: Objection.

3 A. No, I don't believe I ever received  
4 that letter.

5 Q. Why do you feel so strongly about  
6 that?

7 A. I don't miss details like that.

8 Almost all of our communications were e-mail. Lou  
9 didn't write letters.

10 Q. We've seen the e-mail, and I think it  
11 might be the one right underneath here,  
12 Powerweb-48, that was your e-mail authorizing the  
13 \$5,000 work to be done. And I think your e-mail  
14 said that this is the only authorization for  
15 expenditures for the \$100,000 issued to date.

16 Do you remember that?

17 A. Yes, I do.

18 Q. To your knowledge, at this point in  
19 time, what work did Powerweb do to implement the  
20 Omni-Link project or program at Bell Atlantic?

21 MR. GARCIA: Are you saying as of the  
22 date of this e-mail?

23 MR. WHITE: Yes.

24 A. And can I refreshen the date?

25 Approximately it was February.

1 Q. After you sent this e-mail, Powerweb  
2 Exhibit 48, the one where you authorized him to go  
3 spend \$5,000 to do some work, are you aware of any  
4 work that Mr. Budike or anyone at Powerweb  
5 undertook after that point to implement the  
6 Omni-Link program at Bell Atlantic?

7 A. No.

8 Q. Did Mr. Budike ever explain to you  
9 what he had done with the \$100,000?

10 A. No.

11 Q. Did he ever try to make excuses on  
12 why he wouldn't give the \$100,000 back?

13 MR. GARCIA: Objection to form of the  
14 question.

15 Q. Did he ever explain to you why he did  
16 not want to give the \$100,000 back?

17 A. He made some very specific comments.

18 Q. What were his comments?

19 A. It's kind of difficult to express the  
20 verbiage that was used if I were to quote him.

21 Q. Were they visceral, to use your word  
22 before?

23 A. Yes.

24 Q. Can you -- without using any  
25 profanity, can you give us the gist of what

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1 Q. Correct.

2 A. Yeah. Lou had been very active in  
3 providing business development sales support to  
4 help us characterize the offer to Bell Atlantic  
5 correctly, and be sure that we could deliver that  
6 which we were promising to our customer.

7 I believe they had helped us in  
8 getting the spreadsheet information from John  
9 Goodman on what was believed to be the inventory.  
10 But other than that, none.

11 Q. Was that inventory -- did that  
12 include New Jersey generators?

13 A. That was New Jersey generators.

14 Q. Do you remember that information  
15 being useful?

16 A. I remember it not being useful.

17 Q. Why was it not useful?

18 A. There was substantial inaccuracies in  
19 the data.

20 Q. What did you do to deal with those  
21 inaccuracies?

22 A. I believe that Jim Curnyn actually  
23 visited some of the Bell Atlantic properties that  
24 were on the list to verify the inventory that was  
25 claimed.

1 Mr. Budike said?

2 A. The rough translation would be to  
3 invite myself to go and have sex with myself.

4 Q. Well, why was he having this  
5 reaction?

6 A. Because we were calling him to task  
7 on where we were going to go with this business  
8 development. The other --

9 We had in good faith said we'll  
10 explore the other opportunities. But I believe at  
11 that time Brian had said to me, "Find out how we  
12 can get our money back." And the moment I  
13 mentioned it, Lou had a fit.

14 Q. Did he tell you that you made a  
15 mistake, I've spent the \$100,000 already?

16 A. No, he didn't.

17 Q. Did he tell you that he had spent any  
18 of it?

19 A. I believe he made some kind of  
20 comment about having done some form of  
21 mobilization, that he wanted to get his teams out  
22 there.

23 That may have been about the time  
24 that I sent the e-mail explicitly stating what is  
25 authorized and what's not authorized. There was a

## **EXHIBIT "D"**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**CONSTELLATION : CIVIL ACTION**

NEW ENERGY, INC.

v.

POWERWEB TECHNOLOGIES, :)

INC, A-VALEY

ENGINEERS, INC., and

LOTHAR E.S. BUDIKE, JR.: NO. 02-CV-2733 (HB)

JANUARY 13, 2004

VOLUME TT

~~CONFIDENTIAL~~

Continuing videotape deposition of  
LOTHAR E.S. BUDIKE, JR., held in the  
offices of Wolf, Block, Schorr &  
Solis-Cohen, 1650 Arch Street,  
Philadelphia, Pennsylvania 19103,  
commencing at 10:00 a.m., on the above  
date, before Amanda Dee Maslynsky-Miller,  
a Certified Realtime Reporter and Notary  
Public in and for the Commonwealth of  
Pennsylvania

**ESQUIRE DEPOSITION SERVICES**

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Philadelphia, Pennsylvania 19103

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1 expensive process and what we wanted --  
 2 what we -- what we needed to do.  
 3 Q. And as a result of that, did  
 4 they ever send you any indication back  
 5 they were authorizing more than the  
 6 \$5,000 to be spent?

7 A. They said -- when I told  
 8 them that there was more money, they used  
 9 the words, "get it done." And I took  
 10 that as authorization to get it done, do  
 11 whatever it took to get it done.

12 Q. Who said get it done?

13 A. Dave -- Dave McGeown said,  
 14 Get it done.

15 Q. Did he put that in writing?

16 A. I don't believe -- I don't  
 17 know if it was in an e-mail to me or he  
 18 said it to me over the phone. But I took  
 19 that -- I remember him saying, Get it  
 20 done, after he received the letter.

21 Q. So you don't recall whether  
 22 it was an e-mail or telephone conference  
 23 or anything like that?

24 A. No, I don't.

1 were talking about in terms of -- to Dave  
 2 McGeown that you need to spend more  
 3 money?

4 MR. GARCIA: Do you mean  
 5 NewEnergy-40?

6 MR. LANDAU: Yes.

7 MR. GLASER: PW-48.

8 MR. LANDAU: Are you on the  
 9 same page? It's NewEnergy -- I  
 10 just marked it, that letter.

11 MR. GARCIA: Yeah.

12 MR. LANDAU: Okay.

13 THE WITNESS: Yes.

14 BY MR. LANDAU:

15 Q. And it's in response to this  
 16 letter you had an e-mail or a telephone  
 17 call from Mr. McGeown saying, Get it  
 18 done?

19 A. Yes. I knew that if we  
 20 kept -- that I was going to go through  
 21 this whole process, do all this work and  
 22 fight and try and convince them that all  
 23 these hours of work was worth \$5,000.

24 And I didn't want to go through that

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1 Q. Do you recall any e-mail or  
 2 writing beyond the Brian Hayduk \$5,000  
 3 which authorized you to spend more than  
 4 the \$5,000 of the \$100,000?

5 A. No.

6 Q. I'm handing you a document  
 7 that has been previously marked as P-48  
 8 at another deposition.

9 And I just ask you to look  
 10 at the bottom string of the e-mail and  
 11 confirm for me this is the e-mail to  
 12 which you were just referring about  
 13 authorizing you to spend \$5,000.

14 A. Uh-huh.

15 Q. Is that correct?

16 A. Yes.

17 - - -

18 (Whereupon, Exhibit-40 was  
 19 marked for identification.)

20 - - -

21 BY MR. LANDAU:

22 Q. I've handed you a document  
 23 that we've marked as P-40.

24 Is this the response you

1 headache, especially after the deal --  
 2 you know, the deal, the way the situation  
 3 was right now.

4 Q. Did you, in fact, spend up  
 5 to \$100,000?

6 A. More than.

7 Go ahead.

8 Q. So the answer is, yes, you  
 9 spent more than \$100,000?

10 A. Yes.

11 Q. Is there any documentation  
 12 for what that was spent on?

13 A. Yes. I didn't spend it.

14 A-Valey spent the money.

15 Q. So you -- you subcontracted  
 16 all of the work --

17 A. All of the engineering work,  
 18 yes.

19 Q. So is the entire amount of  
 20 the \$100,000 was -- went to A-Valey?

21 A. The entire amount of the

22 \$100,000? No. A-Valey spent more than  
 23 \$100,000.

24 Q. But at least \$100,000 was

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1 spent -- in other words, Power --  
 2 NewEnergy gives you \$100,000, sends you  
 3 \$100,000?  
 4 A. Right.  
 5 Q. Those actual dollars, all of  
 6 those dollars, at least, were used up by  
 7 A-Valey?  
 8 A. They were used up, yes.  
 9 Q. Well, I'm trying to figure  
 10 out whether Powerweb kept some of that,  
 11 you spent some of that or does it all go  
 12 to A-Valey?  
 13 A. No. There's still monies  
 14 outstanding to A-Valey on our books  
 15 today.  
 16 Q. Power -- so Powerweb --  
 17 A. Has not paid the full bill  
 18 to A-Valey.  
 19 Q. Okay. Powerweb, though,  
 20 didn't keep any of the \$100,000 for its  
 21 own activity?  
 22 A. No. No. It was all  
 23 dedicated to this project.  
 24 Q. So if I wanted to get the

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1 Q. So the Power -- the \$100,000  
 2 is still sitting in a Powerweb banking  
 3 account somewhere?  
 4 A. It went into working  
 5 capital, but it wasn't used for anything  
 6 other than this project.  
 7 So the exact location of  
 8 every dollar, is, you know, not sitting  
 9 in an escrow account, if that's what  
 10 you're asking.  
 11 Q. That's what I'm asking.  
 12 A. Okay.  
 13 Q. It's not --  
 14 A. No, it's not sitting in an  
 15 escrow account.  
 16 Q. Let me see if I understand  
 17 this.  
 18 A-Valey was performing the  
 19 work?  
 20 A. Yes.  
 21 Q. A-Valey bills Powerweb?  
 22 A. Correct.  
 23 Q. Powerweb didn't pay those  
 24 bills?

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1 itemization of what was spent, I'd have  
 2 to go to A-Valey documents?  
 3 A. Yes.  
 4 Q. Did you keep any records of  
 5 the checks that Powerweb wrote to  
 6 A-Valey?  
 7 A. Uh-huh.  
 8 Q. Did you produce those to  
 9 your counsel?  
 10 A. There were none as it  
 11 pertains to this case, because I didn't  
 12 pay A-Valey anything.  
 13 Q. How did the \$100,000 get to  
 14 A-Valey?  
 15 A. It never got to A-Valey.  
 16 Q. Where is it?  
 17 A. It's in Powerweb.  
 18 Q. Start over.  
 19 A. I said there's a bill  
 20 outstanding to A-Valey for \$100,000 for  
 21 work performed, but the cash never  
 22 exchanged.  
 23 Q. So you never paid that bill?  
 24 A. No.

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1 A. Correct.  
 2 Q. The \$100,000 from AES comes  
 3 into Powerweb's account?  
 4 A. Correct.  
 5 Q. How is that money spent?  
 6 Was it spent?  
 7 A. No, not particularly, not  
 8 all of the money. I mean, it was spent  
 9 in my mind, basically, because the bill  
 10 from -- from A-Valey is over \$100,000.  
 11 Q. But --  
 12 A. So when -- what do you mean  
 13 by "spent"?  
 14 Q. Well, in other words,  
 15 there's \$100,000 in cash. If I went and  
 16 looked at the Powerweb bank account  
 17 today, is there \$100,000 in cash sitting  
 18 there?  
 19 A. Yes, there's more than  
 20 \$100,000 in cash.  
 21 Q. And on the books and  
 22 records --  
 23 MR. GARCIA: You're assuming  
 24 it's the same \$100,000, the same

<p>1        dollars?</p> <p>2        MR. LANDAU: No, I didn't 3        ask that question. I just asked 4        if there's \$100,000.</p> <p>5 BY MR. LANDAU:</p> <p>6        Q. And the question is -- the 7        next question is, how does that -- if you 8        can recall or if you know, how does that 9        \$100,000 appear on the books and records 10      of your company?</p> <p>11      A. As an outstanding bill to 12     A-Valey Engineers for engineering 13     services on this project.</p> <p>14      Q. And the income or assets --</p> <p>15      A. It's on my P&amp;Ls, yes.</p> <p>16      Q. As an asset on the P&amp;Ls?</p> <p>17      A. No. It's an asset on my 18     books and it's a deduction on my books as 19     well as an accounts payable to A-Valey. 20     Yes.</p> <p>21      Q. Right. It's both. 22      Do you recall having any 23     discussion in this period, February 2000, 24     March 2000, with Dave McGeown about</p>	<p>Page 565</p> <p>1        A. No. 2        Q. -- technology might be? 3        A. No. 4        Q. Do you know whether it was 5        competing metering technology? 6        A. I don't know. 7        Q. Did you have a discussion 8        with Dave McGeown about whether 9        modifications would have to be made to 10      Omni-Link to fit into the AES NewEnergy 11      system? 12      A. I don't remember that 13      conversation specifically. 14      Q. No conversation -- 15      conversation about enhancements? 16      A. I remember him barking about 17      metering technology to me. I remember 18      having a -- a real heated conversation 19      about metering technology. But that's 20      all I remember.</p> <p>21      MR. LANDAU: We'll mark this 22     as NewEnergy-41.</p> <p>23      - - -</p> <p>24      (Whereupon, Exhibit-41 was</p>
<p>1        intellectual property -- which kind of 2        intellectual property would be Powerweb's 3        and which is AES NewEnergy's?</p> <p>4        A. I remember a conversation in 5        where he said that there was some 6        metering technologies that he would like 7        to use through his friend Keith Mistry. 8        And he didn't know how it could fit in, 9        but he wanted to give Keith Mistry an 10      opportunity to sell some stuff to AES 11      NewEnergy. That conversation I remember. 12      I don't know whether it was 13      February of 2000, but -- as it relates to 14      another set of IP, yes.</p> <p>15      Q. So do you think it was in 16      the year 2000 you had that conversation 17      with McGeown?</p> <p>18      A. If not '99, than 2000, yes.</p> <p>19      Q. And so at that time would it 20      be fair to say that you knew that Keith 21      Mistry had some metering technology?</p> <p>22      A. Yes.</p> <p>23      Q. Did you know any details of 24      what that metering --</p>	<p>Page 566</p> <p>1        marked for identification.)</p> <p>2        - - -</p> <p>3 BY MR. LANDAU:</p> <p>4        Q. Take a moment, please, to 5        read that.</p> <p>6        A. Okay.</p> <p>7        Q. Do you recall receiving this 8        e-mail in February 2000?</p> <p>9        A. Yeah, I remember this 10      e-mail.</p> <p>11      Q. Now, does this refresh your 12      recollection at all about enhancements to 13      the Omni-Link to --</p> <p>14      A. It -- it refreshes my memory 15      of a couple of heated conversations that 16      I had with Dave, because he was always on 17      the go, he never had time, you know, 18      he -- he was moving around a lot. And he 19      would always try and talk about things 20      that -- at a high -- high level.</p> <p>21      And I think this is what 22      his -- his challenge was, he had some 23      type of metering product that was had -- 24      he had access to called Energy Tracking.</p>

## **EXHIBIT "E"**

1 UNITED STATES DISTRICT COURT

2 EASTERN DISTRICT OF PENNSYLVANIA

3 -----x

4 CONSTELLATION NEWENERGY, INC.,

5 Plaintiff,

Civil Action No.

6 -against- 02-CV-2733 (HB)

7 POWERWEB TECHNOLOGIES, INC., et al.,

8 Defendants.

9 -----x

10 December 4, 2003

11 11:30 a.m.

12

13

14

15 Deposition of JAMES P. CURNYN, taken by  
16 Defendants, pursuant to notice, at the offices  
17 of Wolf Block, 250 Park Avenue, New York, New  
18 York, before HAROLD BROWN, a Certified Shorthand  
19 Reporter and Notary Public within and for the  
20 State of New York.

21

22

23

24

25

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1 JAMES P. CURNYN  
 2 January 2000." Does that comport with your  
 3 general recollection as to when Powerweb and  
 4 NewEnergy came to terms for a Bell Atlantic  
 5 project?

6 A. Yes, I think it appears to be  
 7 right.

8 Q. Were you involved at all in  
 9 negotiating how any profits were going to be  
 10 distributed between NewEnergy and Powerweb?

11 A. Not that I recall. I think it was  
 12 already kind of agreed to with Dave McGeown and  
 13 Lou Budike at the time.

14 MS. GOODCHILD: Let's mark that as  
 15 Powerweb 9.

16 (Powerweb Exhibit 9 for  
 17 identification, document entitled "Exclusive  
 18 Bell Atlantic Agreement Addendum: Profit  
 19 Distribution Agreement" dated January 8, 2000  
 20 bearing Bates numbers NE 000170 through NE  
 21 000171.)

22 Q. Mr. Curnyn, I've handed you what  
 23 has been marked as Powerweb 9 which is NewEnergy  
 24 000170 to 171.

25 A. Okay.

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1 JAMES P. CURNYN  
 2 develop the Bell Atlantic deal.  
 3 A. Not specifically, except at some  
 4 point in time we began working on a proposal for  
 5 Bell Atlantic and that proposal involved a lot  
 6 of work on my part and also NewEnergy's part as  
 7 a whole and Lou Budike, his role was to help put  
 8 together the I guess technology plan for the  
 9 sites that we were going to use for the  
 10 curtailment program and basically, I spent a lot  
 11 of time working out how we could structure the  
 12 program from a financial standpoint dealing with  
 13 a wholesale trading group trying to figure out  
 14 the value of certain elements of the program and  
 15 how we can capture the maximum amount of  
 16 revenue.

17 I spent a lot of time researching  
 18 the issues regarding can they run the generators  
 19 when called because there was a problem with  
 20 Bell Atlantic and the power engineering group in  
 21 allowing us to run the generators when called  
 22 and there was basically a standing agreement  
 23 with Bell Atlantic and the utilities that if  
 24 they were called, that they would run the  
 25 generators, but as soon as they entered into a

Page 155

1 JAMES P. CURNYN

2 Q. Just let me know if you need a  
 3 minute to review the document. Are you familiar  
 4 with this document?

5 A. Vaguely.

6 Q. Can you tell me what you mean by  
 7 "vaguely"?

8 A. It appears to be something that  
 9 I've looked at in the past, but I don't really  
 10 remember what the premise of the agreement was.

11 Q. Did you look at it prior to it  
 12 being signed?

13 A. I don't think so.

14 Q. Were you involved in negotiating  
 15 this agreement at all?

16 A. I don't recall.

17 Q. Do you recall who showed you this  
 18 document?

19 A. No, it just looks vaguely familiar,  
 20 that's all.

21 Q. Okay. After the Powerweb deal was  
 22 signed January 7, do you know what happened next  
 23 to develop the Bell Atlantic deal?

24 After the Powerweb deal was signed  
 25 on January 7, do you know what happened next to

Page 157

1 JAMES P. CURNYN

2 contract to sell that for a profit, it was the  
 3 opinion of Bell Atlantic that it would be a  
 4 problem. So I spent a lot of time trying to  
 5 figure out with Bell Atlantic if we can get past  
 6 that regulatory problem and that internal  
 7 problem with Bell Atlantic.

8 Lou was supposed to actually put  
 9 together a detailed project plan as part of this  
 10 and one of the frustrations I had working with  
 11 this is that I really got a runaround for a  
 12 couple of months on trying to get that put  
 13 together and at the 11th hour when I was trying  
 14 to get this thing done because it needed to go  
 15 to Jim Goodman and some other people, I got a  
 16 phone call on my cell phone that says it's  
 17 \$20,000 a site and I could just tell from the  
 18 nature of the phone call and there was no  
 19 substance to anything that he had put together  
 20 and that basically, I came back to him. I said  
 21 that's too much money, you're going to sink the  
 22 project.

23 He says what do you need the number  
 24 to be? I said that's not what we agreed to. I  
 25 said what we agreed to is that you were going to

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1 JAMES P. CURNYN  
 2 put together a detailed project plan and not  
 3 just throw a number at me.  
 4 So we went through that process and  
 5 I would say by and large because of my efforts  
 6 and NewEnergy's efforts, that proposal got to  
 7 Bell Atlantic.  
 8 Q. When NewEnergy and Powerweb signed  
 9 their agreement, was there a commitment to  
 10 proceed on the Bell Atlantic end?  
 11 A. No.  
 12 Q. And was there any kind of  
 13 commitment from Bell Atlantic?  
 14 A. The only commitment we knew of was  
 15 that Jim Goodman through Lou Budike said that  
 16 this thing in his opinion was a done deal and  
 17 that he would support it 100 percent but the  
 18 problem was that Jim Goodman didn't really have  
 19 the ability or capability or authority to really  
 20 bind Bell Atlantic in this deal and that he was  
 21 really a secondary player in the TeamEnergy  
 22 group and we kept trying to tell Lou that we  
 23 really need to work through Jeremy Metz and his  
 24 group who at the time was actually evaluating  
 25 other technologies as well. They had a system

1 JAMES P. CURNYN  
 2 A. Yes.  
 3 Q. Did you have any other meetings  
 4 with Mr. Metz on the Powerweb deal after that  
 5 October '99 meeting that you testified to?  
 6 A. I don't know.  
 7 MS. GOODCHILD: Let's mark this as  
 8 Powerweb 10.  
 9 (Powerweb Exhibit 10 for  
 10 identification, E-mail dated January 9, 2000  
 11 from Mr. McGeown to Pweb1@aol.com bearing Bates  
 12 numbers PW 00246 through PW 00247.)  
 13 A. Okay, what have we got here?  
 14 Q. You have been handed a document  
 15 that has been marked as Powerweb 10 which is  
 16 Bates labeled PW 00246 and 247 and purports to  
 17 be an E-mail string?  
 18 A. It looks like it's from Dave  
 19 McGeown to Powerweb and copying me. No, it was  
 20 from Dave McGeown to Powerweb and then I'm  
 21 copied on it.  
 22 Q. Okay.  
 23 A. I'm not sure. This is very  
 24 confusing.  
 25 Q. I agree with you completely. The

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1 JAMES P. CURNYN  
 2 set up with FPL, they were talking to Silicon  
 3 Energies. They were talking to a bunch of other  
 4 people. So there was kind of a disjoint there  
 5 as to what was going on.  
 6 Q. Did you ever have a meeting with  
 7 Mr. Metz?  
 8 A. Yes.  
 9 Q. Do you have a recollection of when  
 10 that occurred?  
 11 A. Several of them. I mean I was the  
 12 account representative responsible for that  
 13 account so --  
 14 Q. Did you have a meeting with  
 15 Mr. Metz specifically about the Powerweb deal?  
 16 A. We had a joint meeting that I  
 17 recall with Dave McGeown, Lou Budike, Jim  
 18 Hopkins and Jeremy Metz to present the concept  
 19 of load curtailment and to basically talk about  
 20 what we were proposing for New Jersey.  
 21 Q. And do you recall when that meeting  
 22 occurred?  
 23 A. I would say it probably had to be  
 24 like October or so maybe.  
 25 Q. Of '99?

1 JAMES P. CURNYN  
 2 way these print out, it's very hard to figure  
 3 out.  
 4 A. It looks like that Powerweb's  
 5 original E-mail was used as a template and then  
 6 there was some sort of response to each one of  
 7 the questions.  
 8 Q. I agree that that is what it looks  
 9 like, that there is the Powerweb portion of this  
 10 E-mail has the marks by it and then what I think  
 11 is the McGeown portion of the E-mail does not  
 12 have those hash marks, but I can't -- since I  
 13 didn't write it and you didn't write it, neither  
 14 one of us can vouch for that.  
 15 But if you can just take a minute  
 16 and generally review the E-mail, my question is  
 17 whether or not you recall the meetings that are  
 18 referenced in the E-mail.  
 19 A. Who is JG; is that Jim Goodman?  
 20 You want me to comment on what this meeting was?  
 21 Q. At the top it says "Good meeting  
 22 Friday. It's time to drive the deal home." Do  
 23 you have any idea of what that is referring to?  
 24 A. It would appear and this is  
 25 speculation based upon the information I see

## **EXHIBIT "F"**

1           IN THE UNITED STATES DISTRICT COURT  
2       FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3                   - - -  
4     CONSTELLATION NEW : CIVIL  
5     ENERGY, INC.,   : ACTION  
6     Plaintiff,     :  
7     :  
8     V.             :  
9     :  
10    POWERWEB TECHNOLOGIES, :  
11    INC., A-VALEY ENGINEERS, :  
12    INC. and LOTHAR E.S.   :  
13    BUDIKE, JR.,       : NO. 02-CV-2733  
14    Defendants.       : (HB)  
15                   - - -

16                   January 30, 2004  
17                   - - -

18                   Oral deposition of LOTHAR  
19    BUDIKE, P.E., held in the offices of Wolf  
20    Block Schorr and Solis-Cohen LLP, 1650  
21    Arch Street, Philadelphia, Pennsylvania  
22    19103 commencing at 10:00 a.m., on the  
23    above date, before Linda Rossi Rios, a  
24    Federally Approved Registered  
25    Professional Reporter and Notary Public  
26    of the Commonwealth of Pennsylvania.

27                   - - -  
28                   ESQUIRE DEPOSITION SERVICES  
29                   1880 John F. Kennedy Boulevard  
30                   15th Floor  
31                   Philadelphia, Pennsylvania 19103  
32                   (215) 988-9191

<p>1 Q. Did you ask anybody else to 2 look for documents or did you do it just 3 yourself? 4 A. Just myself. 5 MR. GARCIA: Should we just 6 note for the record that the 7 documents have been Bates stamped 8 A-Valey 1 through A-Valey 54. 9 MR. WHITE: Thank you. 10 BY MR. WHITE: 11 Q. Mr. Budike, what is A-Valey? 12 A. A-Valey Engineers is a 13 company that profiles professional 14 services and also mechanical engineering 15 services and electrical engineering 16 services worldwide. It is a marine -- 17 licensed marine engineering services. So 18 we perform work around the world. 19 Q. How long has A-Valey been in 20 existence? 21 A. 1964 through the present. 22 Q. Did you start A-Valey? 23 A. That's correct, yes, sir. 24 Q. Currently, do you have a</p>	<p>Page 10</p> <p>1 Powerweb. 2 At that time, we then had 3 shares because he wanted to take the 4 company public. So there was a different 5 deal that they made out to him. So that 6 decreased my 45 percent stock and I got 7 then shares instead of the percentile, 8 what I used to have. So in 1996 it 9 changed to 400,000 shares that I was 10 awarded. 11 Q. When you say you were 12 awarded, do you -- 13 A. Louie Budike, Sr. 14 Q. You individually own? 15 A. That's correct, yes. 16 Q. Let me finish the question. 17 A-Valey does not own any shares of 18 Powerweb. Is that correct? 19 A. No, sir. 20 Q. So the shares are owned 21 individually by yourself? 22 A. That's correct, sir. 23 Q. Do you understand what 24 percentage of the outstanding stock of</p>
<p>1 title or a position at A-Valey? 2 A. I'm the CEO. 3 Q. CEO? 4 A. CEO and president, 5 treasurer. 6 Q. How long have you been CEO 7 and president of A-Valey? 8 A. As long as it's existed. 9 Q. Does A-Valey have any type 10 of relationship or affiliation with 11 Powerweb, Inc.? 12 A. Yes. 13 Q. And what is the 14 relationship? 15 A. Well, I as a -- my son and I 16 started off with CAMTEL, Inc. And then 17 later on we went to Powerweb, Inc. The 18 relationship is, you know, father and son 19 and I am the -- I was, when we started 20 CAMTEL in general service in 1991, I was 21 the secretary, and Louie, Jr. was the 22 president. And then I owned about -- I'm 23 the one that gave him \$25,000 to start 24 off. And in 1996, we then went to</p>	<p>Page 11</p> <p>1 Powerweb you own? 2 A. Outstanding? I still own 3 400,000 shares. You know, I don't know 4 anything about stocks, so that's why I, 5 you know, I only know the quantity. 6 Q. Do you have an understanding 7 that you own 40 percent of the business 8 or 50 percent? 9 A. Well, you know, if we look 10 in mathematics, then it doesn't hold true 11 for a percentile in Powerweb. 12 Q. Do you have an understanding 13 of the percentage of Powerweb that you 14 own? 15 A. Well, percentage, no, I 16 can't tell you percentage because I don't 17 know what they figured out. I know 18 400,000 shares. 19 Q. Do you know how many shares 20 your son Lou Budike, Jr., owns? 21 A. No, because they redone that 22 when he wanted to go public. And I left 23 that, that was not relevant for me, so I 24 left -- relevant to me it was not. So I</p>

Page 14

1 let things move on.  
2 Q. Do you have any idea at all  
3 about the approximate percentage of  
4 ownership interest you have in Powerweb?  
5 A. Percent, no, sir.  
6 Q. Do you get any dividends  
7 paid on that stock?  
8 A. No, sir.  
9 Q. Has a dividend ever been  
10 paid?  
11 A. No, sir.  
12 Q. Is there any periodic  
13 financial report or report of operations  
14 that Powerweb has prepared to explain to  
15 its shareholders how the business is  
16 performing?  
17 A. Well, you know, this is  
18 father and son. You know, so we don't --  
19 it's not -- no, we don't have that, no.  
20 Q. So there's no documentation  
21 prepared by Powerweb that describes how  
22 its business is performed year to year?  
23 A. No, sir.  
24 Q. Have you ever seen any tax

Page 16

1 A. Yes. At the time that he  
2 was maneuvering to bring the company, to  
3 bring the company on line with -- to sell  
4 the shares on the market. So I don't  
5 know the date. I know the date, but I  
6 can't remember what -- you know, what  
7 date it was.  
8 Q. I appreciate that you might  
9 not be able to remember the exact date.  
10 Could you tell me the approximate year  
11 this was?  
12 A. About --  
13 MR. GARCIA: If you can.  
14 Don't guess. If you can give him  
15 an approximation.  
16 THE WITNESS: No, I'd  
17 rather -- all I need to do is go  
18 back and look at my checks and see  
19 when I gave it to him. But I  
20 don't want to make a statement  
21 that I don't remember.  
22 BY MR. WHITE:  
23 Q. To the best of your  
24 recollection, you can't tell me today the

Page 15

1 returns for Powerweb?  
2 A. No, sir.  
3 Q. Do you know what the tax  
4 basis is in the stock that you own in  
5 Powerweb?  
6 A. No, I don't know. The only  
7 thing I know is that Powerweb owes me a  
8 lot of money. That's all.  
9 Q. We'll get to that. Have you  
10 made loans to Powerweb?  
11 A. That's correct, yes, sir.  
12 Q. When did you make loans to  
13 Powerweb?  
14 A. I made loans when -- the  
15 time that he was going to go public  
16 because the gentlemen came to see me and  
17 they needed some money, so I cashed in  
18 some CDs and I handed it over to them.  
19 Q. What was the amount of the  
20 loans that you paid to Powerweb?  
21 A. 150,000. Just a minute.  
22 About \$440,000. 450,000 or so.  
23 Q. Do you know when these loans  
24 were made?

Page 17

1 approximate year. Is that correct?  
2 A. That's correct, yes.  
3 Q. Was there any documentation  
4 on these loans? Was there a formal note  
5 or a loan prepared?  
6 A. What there was prepared was,  
7 you know, when the CD was in the bank.  
8 So I gave the bank one CD, I think it was  
9 \$150,000, and they then made me sign some  
10 paperwork that Powerweb was going to use  
11 that money. On the other hand, when I  
12 gave them the other money, there was CDs  
13 that I cashed and I said, hey, go ahead  
14 with the loans.  
15 Q. I guess my question, Mr.  
16 Budike, is whether there is an actual  
17 formal loan prepared or a formal note  
18 prepared?  
19 A. No, sir.  
20 Q. So to somebody looking at  
21 this from the outside, all they would  
22 really see was that a certain amount of  
23 money was given from you to Powerweb. Is  
24 that correct?

Page 18

1 A. That's correct, sir.  
2 Q. And the money was given to  
3 Powerweb, not directly to your son?  
4 A. No, to Powerweb. Everything  
5 was Powerweb.

6 MR. WHITE: Mr. Garcia, I'll  
7 request at some point, I don't  
8 need to see the checks, but if you  
9 could try to get me some  
10 information about when the dates  
11 were on those loans or that  
12 payment, I'd appreciate it.

13 MR. GARCIA: We'll see what  
14 we can do.

15 MR. WHITE: Thank you very  
16 much.

17 BY MR. WHITE:

18 Q. Now, you said this was  
19 approximately \$440,000?

20 A. Yes.

21 Q. Has any of that been paid  
22 back?

23 A. No, sir.

24 Q. Have you made a demand or a

Page 20

1 Q. When you say one guy tried  
2 to con the other guy, what guys are you  
3 referring to?  
4 A. Well, let me make a  
5 statement. The company that was on board  
6 with Louie, with Junior, I referred to  
7 him as an Englishman. So I don't even  
8 know the company that is referenced in  
9 the case.

10 Q. Would that be New Energy or  
11 AES New Energy? Is that what you're  
12 referring to?

13 A. Yes, I think it's -- that's  
14 right. Correct, yes.

15 Q. So you said you referred  
16 Louie to that company?

17 A. No, no, no, no, no. I  
18 didn't say that. I don't even know them  
19 guys. When these -- before these guys  
20 came on board, things were happening very  
21 well because I spent a lot of time  
22 bringing it to the point where this  
23 company came on board with Louie to  
24 proceed to do what they were going to do.

Page 19

1 request to your son to pay any of this  
2 back?  
3 A. Oh, yeah, sure. I tell him,  
4 you know, I say, hey, let's move on. But  
5 then this situation happened. I never  
6 expected this thing. I mean, for him not  
7 to pay back. Not that he doesn't want to  
8 pay back, he can't pay back because you  
9 have to understand, we were going as  
10 friendly as possible with all the people  
11 involved; that this is a good movement.  
12 So I never realized that at some time  
13 down the road there might be problems. I  
14 was waiting until everything was settled  
15 before I collect my money back.

16 Q. When you say this thing  
17 going on, what thing are you referring  
18 to?

19 A. What we are here for about.  
20 We're here about -- you know, that's why  
21 we're here, the relationship split. One  
22 guy tried to con the other guy, whoever  
23 it was. So it split. I didn't know that  
24 this would have happened.

Page 21

1 So there was never a conflict or any  
2 opinion that, hey, somebody is going to  
3 get hurt in this thing. So that's the  
4 reason why I did not pound on the boy to  
5 say give me my money, give me my money.  
6 Because the money was coming. They had  
7 everything in progress to do what they  
8 had to do.

9 Q. What is your understanding  
10 of what New Energy and Powerweb were  
11 going to do together?

12 A. They were -- the idea was  
13 this. You know, during the Enron years.  
14 The energy on the grid was sold, you  
15 know, when there was not enough  
16 transmission capacity. So then you could  
17 start your generators within the premises  
18 at the facility. And that generation  
19 that you did not use, you know, you would  
20 be paid X dollars for that. To do that,  
21 you needed all the computer, scientific  
22 equipment in place to do that. And as I  
23 understand, he had an agreement with this  
24 New Energy, whatever it is, you know, to

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1 year?

2 MR. WHITE: Actually it  
3 wasn't.

4 MR. GARCIA: Very impressive  
5 that you know that.

6 MR. WHITE: Off the record.  
7 - - -

8 (Whereupon, a discussion was  
9 held off the record.)  
10 - - -

11 BY MR. WHITE:

12 Q. It says at the top, work  
13 performed while building occupied after  
14 hours, nights, weekends and holidays. So  
15 you didn't do any of this work during  
16 normal business hours?

17 A. You can't work in the  
18 building during business hours.

19 Q. Now, who was this bill sent  
20 to?

21 A. To Powerweb.

22 Q. Has Powerweb paid any of it?

23 A. No, sir.

24 Q. Do you have any

1 of lawsuit against Powerweb?

2 A. No, come on, no.

3 Q. Has he given you any  
4 indication as to when he's going to start  
5 trying to pay this back?

6 A. As soon as he makes some  
7 money.

8 Q. Do you know that New Energy  
9 provided \$100,000?

10 A. I sure do, yes.

11 Q. Let me finish the question.

12 Do you know that they provided \$100,000  
13 in the early part of 2000 for development  
14 and other expenses related to deal with  
15 Bell Atlantic?

16 A. I don't know what it was  
17 for. I just know he got a check for  
18 \$100,000.

19 Q. Did he give any of that  
20 money to you for the work that you did  
21 here?

22 A. The thing that I don't --  
23 quickly came up, did he give me the  
24 \$100,000? I don't know, but I can look

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Page 129

1 understanding with them whether they're  
2 going to pay any of it?

3 A. Well, we got to wait until  
4 they make some money to pay me.

5 Q. Has he, your son, indicated  
6 whether he's going to pay you any bit of  
7 this?

8 A. He has no choice. He's got  
9 to pay A-Valey.

10 Q. Well, have you tried to go  
11 collect any of this?

12 A. Yeah, he don't have the  
13 money.

14 Q. Have you tried to collect  
15 any of this?

16 A. Collect it from him?

17 Q. Yes.

18 A. Yes.

19 Q. Have you tried to collect  
20 it?

21 A. I asked him. He don't have  
22 -- he say, hey, dad, whenever I got some  
23 money, I'll pay you.

24 Q. You haven't started any kind

1 up. I can see what -- you know, in the  
2 checks.

3 Q. That's what I asked you  
4 before, whether you had any knowledge  
5 whether any of this invoice that is in  
6 New Energy 55 has been paid, any part of  
7 it?

8 A. None of that -- no, none of  
9 that right there has been paid, no, sir.

10 Q. I want to show you what has  
11 been previously marked as New Energy  
12 Exhibit 40. Do you see this? Have you  
13 seen this document before?

14 A. No, I didn't.

15 Q. Would you agree with me that  
16 some of the items that are listed here in  
17 the bullet points is the type of data and  
18 information that is contained in the work  
19 that you did on the 29 facilities for  
20 which there is invoices that we've seen  
21 in New Energy 55?

22 A. You need -- I don't know  
23 what he's done on here. I can't talk for  
24 him. So this letter doesn't mean

<p>1 A. That's for this particular 2 job, yes. 3 Q. Did you keep those records? 4 A. I should have them 5 somewhere, yes. 6 Q. And if I asked your counsel 7 to go find them -- 8 A. I'm going to go look. 9 Q. Hold on for a moment. If I 10 ask your counsel to go find the hour 11 sheet, you would know what he's talking 12 about when he asks it to you? 13 A. Yeah, sure. 14 Q. And that would be the sheet 15 that shows what hours -- 16 A. The reference -- 17 Q. Just a moment. That would 18 be a sheet that would show what hours you 19 and your men spent on looking at these 29 20 buildings? 21 A. Yes. 22 Q. Would it also tell you the 23 dates that you were working on those 24 buildings?</p>	<p>Page 118</p> <p>1 these documents and tell me what this 2 packet of materials is? 3 A. This is for a purchase order 4 request. This is the work performed 5 while building's unoccupied after hours, 6 nights, weekends and holidays. It is for 7 a Newark Central Office, Newark Market 8 Central Office, Newark Central Office. 9 Newark. 10 Q. You're just telling me what 11 the first page is? 12 A. That's right. 13 Q. Fine, we can take them one 14 page at a time, but I'm going to ask you 15 generally what these documents are for 16 each of these. 17 A. Provided professional 18 services, labor and material for the 19 facility and/or facilities. Emergency 20 on-site generator capacity, condition and 21 all other data gathering as outlined and 22 requested. 23 Q. Is this the purchase order 24 request that relates to work done on the</p>
<p>1 A. To days? I beg your pardon? 2 Q. Would that tell you the 3 days, the dates? 4 A. The days, correct, yes. 5 Q. And would it tell you how 6 long or how many hours they worked on a 7 given day? 8 A. That's correct. Worked on 9 that job on that given day. 10 Q. Right. 11 MR. WHITE: Let's mark this 12 as New Energy 55, please. 13 - - - 14 (Exhibit New Energy 55 was 15 marked for identification.) 16 - - - 17 BY MR. WHITE: 18 Q. Mr. Budike, I'm handing you 19 what has been marked as New Energy 20 Exhibit 55. Again, these are Bates 21 labeled A-Valey 00008 through 00026. 22 These were among the documents you and 23 your counsel brought to me this morning. 24 Can you take a look through</p>	<p>Page 119</p> <p>1 29 buildings we've been talking about? 2 A. That's correct, sir. 3 Q. And is this, in essence, the 4 bill that you sent to Powerweb for the 5 work that you did? 6 A. That's correct, sir. 7 Q. The first one of these 8 documents has a date 2/19 to March 2000. 9 The last one says 5/19 through 5/20/2000. 10 Do you see that? 11 A. That's 19, 19? Yes. 12 Q. Were all of these invoices 13 prepared on the same day? 14 A. No. On these here? 15 Q. Yes. 16 A. Yes, it came off from the 17 yellow pad, yes, sir. 18 Q. I don't know what the yellow 19 pad is. 20 A. You just asked me to send 21 you copy of my output. 22 Q. The hour sheet? 23 A. That's right. I give it to 24 the secretary and she writes it down.</p>

**EXHIBIT "G"**

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 67,200.00

NEWARK CENTRAL OFFICE, NEWARK

JOB NO. 34065  
P.O. NO. BACK CHARGE TO Powerweb-Technology

NEWARK MARKET CENTRAL OFFICE,  
NEWARK

DATE 02/19/00 Through 03/04/00

NEWARK 1 CENTRAL OFFICE, NEWARK

THREE (3) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS 14 @ 10 HOURS/DAY/PER	MAN	
TOTAL PROJECT HOURS 280 @ \$240.00	\$240.00 P/H	\$ 67,200.00
TOTAL		\$ 67,200.00

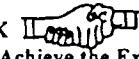
1 - 19

A-VALEY 00008

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

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**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$14,400.00

CORPORATE DATA CENTER, FREEHOLD

JOB NO. 38066  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 03/06/00 Through 03/08/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS ,3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

CORPORATE TRAINING CENTER,  
SOUTH PLAINFIELD

JOB NO. 312067  
P.O. NO. BACK CHARGE TO Powerweb-  
Technology  
DATE 03/10/00 Through 03/12/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER	MAN	
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
<b>TOTAL</b>		

3 - 19

**A-VALEY 00010**

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

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MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 316068  
P.O. NO. BACK CHARGE TO Powerweb-Technology

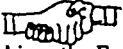
DATE 03/14/00 Through 03/16/00

CORPORATE DATA CENTER,  
MADISON

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H (\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14.400.00
TOTAL		\$ 14,400.00

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$14,400.00

JOB NO. 320069  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 03/18/00 Through 03/20/00

NEW BRUNSWICK CENTRAL OFFICE

NEW BRUNSWICK

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H (\$90.00 + \$150.00) \$240.00		
TOTAL DAYS ,3 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

JOB NO. 324070  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 03/22/00 Through 03/24/00

PATERSON CENTRAL OFFICE,

PATERSON

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$14,400.00

6 - 19

A-VALEY 00013

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 14,400.00

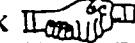
TEANECK AMA, TEANECK

JOB NO. 328071  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 03/26/00 Through 03/28/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
TOTAL		\$ 14,400.00

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$14,400.00

IRVINGTON DSC, IRVINGTON

JOB NO. 401072  
P.O. NO. BACK CHARGE TO Powerweb-  
Technology  
DATE 03/30/00 Through 04/01/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 3 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS, 60 @ \$240.00	\$240.00 P/H	\$ 14,400.00
<b>TOTAL</b>		<b>\$ 14,400.00</b>

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For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 33,600.00

JOB NO. 409073  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 04/03/00 Through 04/09/00

CAMDEN CENTRAL OFFICE, CAMDEN  
CAMDEN 11 CENTRAL OFFICE, CAMDEN  
ATLANTIC CITY CENTRAL OFFICE,  
ATLANTIC CITY

THREE (3) LOCATIONS	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 7 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 140 @ \$240.00	\$240.00 P/H	\$ 33,600.00
TOTAL		\$ 33,600.00

9 - 19

A-VALEY 00016

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**



**COPY**

## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$

JOB NO. 416074  
P.O. NO. BACK CHARGE TO Powerweb-Technology

EWING ADMINISTRATION, EWING  
TRENTON CENTRAL OFFICE, TRENTON

DATE 04/12/00 Through 04/16/00

TWO (2) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 5 @ 10 HOURS/DAY/PER HOUR		
TOTAL PROJECT HOURS, 100 @ \$240.00	\$240.00 P/H	\$ 24,000.00
TOTAL		\$ 24,000.00

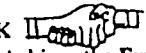
10 - 19

A-VALEY 00017

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 419075  
P.O. NO. BACK CHARGE TO Powerweb-Technology

DATE 04/18/00 Through 04/19/00

ELIZABETH CENTRAL OFFICE,  
ELIZABETH

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

11 - 19

A-VALEY 00018

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 421076  
P.O. NO. BACK CHARGE TO Powerweb-  
Technology  
DATE 04/20/00 Through 04/21/00

CRANFORD ACCOUNTING,  
CRANFORT

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
<b>TOTAL</b>		<b>\$ 9,600.00</b>

12 - 19

A-VALEY 00019

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**



**COPY**

## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 38,400.00

SUPPORT SVC HEADQUARTERS, ORANGE  
PASSAIC CENTRAL OFFICE, PASSAIC  
EAST ORANGE CENTRAL OFFICE,  
EAST ORANGE

JOB NO. 429077  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 04/22/00 Through 04/29/00

IRVINGTON CENTRAL OFFICE, IRVINGTON

FOUR (4) LOCATIONS	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 8 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS , 160 @ \$240.00	\$240.00 P/H	\$ 38,400.00
TOTAL		\$ 38,400.00

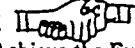
13 - 19

A-VALEY 00020

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 501078  
P.O. NO. BACK CHARGE TO Powerweb-Technology

MORRISTOWN CENTRAL OFFICE,  
MORRISTOWN

DATE 04/31/00 Through 05/01/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**



**CCP/Y**

## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 28,800.00

JERSEY CITY TSP, JERSEY CITY

JOB NO. 508079  
P.O. NO. BACK CHARGE TO Powerweb-  
Technology

JOURNAL SQUARE CENTRAL OFFICE,  
JERSEY CITY

DATE 05/03/00 Through 05/08/00

BERGEN CENTRAL OFFICE, JERSEY CITY

THREE (3) LOCATIONS

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 6 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 120 @ \$240.00	\$240.00 P/H	\$ 28,800.00
TOTAL		\$ 28,800.00

15 - 19

**A-VALEY 00022**

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

*MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS*



**COPY**

## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 511080  
P.O. NO. BACK CHARGE TO Powerweb-Technology

ENGLEWOOD CENTRAL OFFICE,  
ENGLEWOOD

DATE 05/10/00 Through 05/11/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS , 2 @ 10 HOURS/DAY/PER	MAN	
TOTAL PROJECT HOURS , 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
<b>TOTAL</b>		<b>\$ 9,600.00</b>

16 - 19

A-VALEY 00023

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**



**COPY**

## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$9,600.00

ASBURY PARK CENTRAL OFFICE,  
ASBURY PARK

JOB NO. 514081  
P.O. NO. BACK CHARGE TO Powerweb-Technology

DATE 05/13/00 Through 05/14/00

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES.		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
<b>TOTAL</b>		<b>\$ 9,600.00</b>

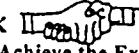
17 - 19

A-VALEY 00024

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

TEAMWORK   
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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 517082  
P.O. NO. BACK CHARGE TO Powerweb-Technology  
DATE 05/16/00 Through 05/17/00

PLAINFIELD CENTRAL OFFICE,  
PLAINFIELD

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES		
EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING. AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY /PER MAN		
TOTAL PROJECT HOURS	\$240.00 P/H	\$ 9,600.00
TOTAL		\$ 9,600.00

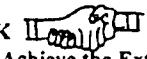
18 - 19

A-VALEY 00025

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192

# A-VALEY ENGINEERS, INC.

**MECHANICAL AND ENVIRONMENTAL CONTRACTORS  
LICENSED MARINE & INDUSTRIAL ENGINEERS**

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## PURCHASE ORDER REQUEST

For Work Performed : FOR POWERWEB TECHNOLOGY AT  
BELL ATLANTIC NJ FACILITIES

WORK PERFORMED WHILE BUILDING  
UNOCCUPIED, AFTER HOUR, NIGHTS  
WEEKEND AND HOLIDAYS.

PROJECT COST \$ 9,600.00

JOB NO. 520083  
P.O. NO. BACK CHARGE TO Powerweb-  
Technology  
DATE 05/19/00 Through 05/20/00

HACKENSACK CENTRAL OFFICE,  
HACKENSACK

	UNIT PRICE	AMOUNT
PROVIDED PROFESSIONAL SERVICES, LABOR AND MATERIAL FOR THE FACILITY AND OR FACILITIES EMERGENCY ON SITE GENERATOR CAPACITY, CONDITION AND ALL OTHER DATA GATHERING, AS OUTLINED AND REQUESTED.		
COMPLETED THE PROJECT AND SUBMITTED ALL RELEVANT DATA REPORTS.		
AGREED HOURLY RATE CHARGE, \$240.00 NET P/H		
(\$90.00 + \$150.00) \$240.00		
TOTAL DAYS, 2 @ 10 HOURS/DAY/PER MAN		
TOTAL PROJECT HOURS, 40 @ \$240.00	\$240.00 P/H	\$ 9,600.00
<b>TOTAL</b>		<b>\$ 9,600.00</b>

19 - 19

A-VALEY 00026

1137 Atlantic Avenue - Camden, NJ 08104 - (856) 338-1450 - FAX (856) 338-1489  
3557 National Dr., Suite D - Norman, OK 73069 - (405) 360-2996 - FAX (405) 360-9675  
506 Georgetown Road - Wallingford, PA 19086 - (610) 876-3192